



**COUNTY GOVERNMENT OF BUNGOMA
MINISTRY OF ROADS, INFRASTRUCTURE AND PUBLIC WORKS
DEPARTMENT OF PUBLIC WORKS**

**SPECIFICATIONS AND BILLS OF
QUANTITIES
FOR
THE PROPOSED SEWERLINE
FOR
WEBUYE COUNTY HOSPITAL
IN
BUNGOMA COUNTY**

TENDER NO.....

PREPARED BY.

County Quantity Surveyor
P.O Box 763
Bungoma.

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P.O. Box 763
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Issued By:

**Chief Officer
Ministry of Roads,
Infrastructure and Public works
Bungoma**

REPUBLIC OF KENYA

COUNTY GOVERNMENT OF BUNGOMA

MINISTRY OF ROADS, INFRASTRUCTURE AND PUBLIC WORKS

DEPARTMENT OF PUBLIC WORKS

BILLS OF QUANTITIES

SUPPLIED AS PART OF THE CONTRACT

FOR

**THE PROPOSED SEWERLINE FOR WEBUYE COUNTY HOSPITAL IN
BUNGOMA COUNTY.**

ISSUED BY: QUANTITIES AND CONTRACTS SECTION
P. O. BOX 763, BUNGOMA.

The contract for the above mentioned works, entered into on the day of 2024, by the undersigned parties, refer to these Bills of Quantities consisting of pages numbers as shown on index page and the General Specification dated 1976, together with any amendments thereto issued since the date of publication, both of which shall be read and construed as part of the said contract.

.....
CONTRACTOR

.....
CHIEF OFFICER

Date.....

Date

SPECIAL NOTES

The contractor is required to check the numbers of the pages of the Bills of Quantities together with all collections and summaries and should be find any missing or in duplicate or the figures indistinct, he must inform the County Works Officer, Ministry of Public Works, P. O. Box 763, and BUNGOMA.

Should the contractor be in doubt about the precise meaning of any items or figure, for any reason whatsoever, he must inform the County Works Officer, Ministry of Public Works, Bungoma in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted, no claim allowed, in respect of errors in the contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.



**THE PROPOSED SEWERLINE FOR WEBUYE COUNTY HOSPITAL IN
BUNGOMA COUNTY.**

THE

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PART1: TENDERING PROCEDURES

Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The name of the contract is_</p> <p>THE PROPOSED SEWERLINE FOR WEBUYE COUNTY HOSPITAL IN BUNGOMA COUNTY._____</p> <p>The reference number of the Contract is As per the tender notice</p> <p>_____</p> <p>The number and identification of lots (contracts)comprising this Tender are <i>[insert number and identification of lots (contracts)]</i></p> <p>Lot 1- Name _____</p> <p>Lot 2- Name _____</p> <p>Lot... Name _____</p> <p>ETC</p>
ITT 2.3	<p>The Information made available on competing firms is as follows: _____</p>
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are: _____</p>
ITT 3.1	<p>Maximum number of members in the Joint Venture (JV) shall be:.....</p>
B. Contents of Tender Document	
ITT 7.1	<p>(i) The Tenderer will submit any request for clarifications in writing at the Address _____</p> <p>to reach the Procuring Entity not later than _____</p> <p>(ii) TheProcuringEntityshallpublishits response at thewebsite _____</p>
ITT 7.2	<p>(A) A pre-arranged pretender site visit <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place: Date: _____ Time: _____ Place: _____</p> <p>(B) Pre-Tender meeting <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place: Date: _____ Time: _____ Place: _____</p>
ITT 7.3	<p>The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than _____ before the meeting.</p>
ITT 7.5	<p>The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is _____</p>
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>documents, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity – CHIEF OFFICER, HEALTH AND SANITATION, BUNGOMA COUNTY -----</p> <p>(2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) –As per the tender notice-----</p> <p>(3) Postal Address –P.O BOX P.O BOX 437-50200 BUNGOMA------</p> <p>(4) Insert name, telephone number and e-mail address of the officer to be contacted. -----</p>
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender:
ITT 13.1	Alternative Tenders [<i>insert "shall be" or "shall not be"</i>] _____ considered.
ITT 13.2	Alternative times for completion [<i>insert "shall be" or "shall not be"</i>] _____permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: _____
ITT 14.5	The prices quoted by the Tenderer shall be: _____
ITT 15.2 (a)	Foreign currency requirements allowed/not allowed.
ITT 18.1	The Tender validity period shall be _As Per The Tender Notice _____ days.
ITT 18.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be _____ days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By _____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 19.1	Tender shall provide a Tender Security the type of Tender security shall be Bank/ insurance guarantee from either a commercial bank recognized by Central Bank of Kenya operating in Kenya or insurance companies approved by PPRA in the amount of Kenya shillings SIX HUNDRED THOUSAND (Ksh 600,000.00) only.
ITT 20.1	In addition to the original of the Tender, the number of copies is:
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Written power of Attorney
D. Submission and Opening of Tenders	
ITT 22.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity Is CHIEF OFFICER, HEALTH AND SANITATION, BUNGOMA COUNTY.</p> <p>(2) Postal Address P.O BOX 437-50200 BUNGOMA</p> <p>(3)</p> <p>(4) Date and time for submission of Tenders.....</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(5) Tenders shall submit/shall not submit tenders electronically.
ITT 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>(1) Name of Procuring Entity CHIEF OFFICER, HEALTH AND SANITATION, P.O BOX 437-50200 BUNGOMA</p> <p>(2) Physical address for the location .</p> <p>(3) Date and time of tender opening.</p>
ITT 25.1	<p>If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below _____</p> <p>_____</p>
E. Evaluation, and Comparison of Tenders	
ITT 30.3	<p>The adjustment shall be based on the _____ [<i>insert "average" or "highest"</i>] price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.</p>
TT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: _____</p> <p>The source of exchange rate shall be: The Central bank of Kenya (mean rate)</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p>
ITT 33.2	<p>A margin of preference [<i>insert either "shall" or "shall not"</i>] _____ apply.</p>
ITT 33.4	<p>The invitation to tender is extended to the following group that qualify for Reservations</p> <p>_____</p> <p>_____</p>
ITT 34.1	<p>At this time, the Procuring Entity _____ [<i>insert "intends" or "does not intend"</i>] to execute certain specific parts of the Works by subcontractors selected in advance.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: _____% of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 34.3	<p><i>[Indicate N/A if not applicable]</i></p> <p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>_____</p> <p>_____</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p>
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 48.1	Other documents required in addition to the Performance Security are _____
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Determination of Responsiveness
2. Detailed Technical Examination
3. Financial Evaluation.

S/No	A. PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
MR1	Dully filled and signed form of tender prepared in accordance with ITT 12
MR2	Provide proof of registration with the National Construction Authority (NCA) category 6 and above under builders works category with current annual contractors practicing license.
MR3	All pages must be serialized in a chronological order
MR4	Tender Security in accordance with ITT 19.1; of Bank Guarantee from a bank or insurances approved by Public Procurement Regulatory Authority (PPRA) in the amount of Kenya shillings 600,000.00 . The tender security shall be as per the prescribed forms in section (IV)
MR5	Provide proof of power of attorney (of tender signatory if not director of the company/ partner, signed and stamped by Commissioner of Oaths)
MR6	Valid Copy of Certificate of Incorporation/ Registration.
MR7	Valid Current Tax Compliance Certificate
MR8	Dully filled, signed and stamped Confidential Business Questionnaire
MR9	Valid Copy of Current Single Business permit (for the year 2024)
MR10	Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 12months) or National Identity Card(s) for Sole Proprietorship/ Partnership
MR11	Must duly fill the Certificate of Independent Tender Determination in the format provided
MR12	Must duly fill the Self-declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 in the format provided - Form SD1 .
MR13	Must duly fill the Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided - Form SD2
MR14	Must fill and submit Declaration and Commitment to The Code of Ethics in the format provided
	<p>NB:</p> <ul style="list-style-type: none"> • Bidders who do not satisfy any of the above requirements shall be considered non responsive and their tenders will not be evaluated further. • Order of evaluation of works will be as follows: <ol style="list-style-type: none"> a) Preliminary evaluation b) Technical Evaluation (<i>Qualification Form</i>), Financial Evaluation

B) COMPLETENESS OF TENDER DOCUMENT

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance to Instructions to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the **STANDARD FORMS** considered in this section shall be as shown below:

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Statement of Compliance -----	3
(ii) Confidential business questionnaire-----	5
(iii) Key personnel - -----	20
(iv) Contract Completed in the last Five (5) years - -----	12
(v) Schedules of on-going projects -----	4
(vi) Schedules of contractors equipment -----	8
(vii) Contracts performance with the client -----	15
(viii) Audited Financial Report for the last 3 years-----	10
(ix) Evidence of Financial Resources -----	10
(x) Name, Address and Telephone of Banks (Contractor to provide) ----	5
(xi) Litigation History-----	3
(xii) Sanctity of the tender document as in accordance with clause	5
Of instruction to tenderer -----	
TOTAL	<u>100</u>

The detailed scoring plan shall be as shown in table 1 below: -

Item	Description	Point Scored	Max. Point
i	Statement of Compliance Filled signed and stamped-----3 Signed but not stamped or vice versa ----- 2 Not signed nor stamped ----- 0		3
ii	Confidential Business Questionnaire Form. Completely filled ----- 5 Partially filled ----- 3 Not filled ----- 0		5
iii	Key Personnel (Attach evidence)		20
	Director of the firm	8	

	<ul style="list-style-type: none"> ○ Holder of degree or diploma in relevant Engineering field----- 4 ○ Holder of certificate in relevant Engineering field-3 ○ Holder of trade test certificate in relevant Engineering field-----1 ○ No relevant certificate -----0 			
	At least 2No. degree/diploma holder of key personnel in relevant Engineering field <ul style="list-style-type: none"> ○ With over 10 years relevant experience -----3 ○ With over 5 years relevant experience ----- 2 ○ With under 5 years relevant experience ----- 1 		6	
	At least 2No certificate holder of key personnel in relevant Engineering field <ul style="list-style-type: none"> ○ With over 10 years relevant experience ----- 3 ○ With over 5 years relevant experience ----- 2 ○ With under 5 years relevant experience -----1 		6	
iv	Contract completed in the last five (5) years (A max of 4No.Projects) (attach evidence) <ul style="list-style-type: none"> ○ Project of similar nature, complexity and magnitude -----3 ○ Project of similar nature but of lower value than the one in consideration----- 2 ○ No completed project of similar nature ----- 0 ○ 		12	
v	On-going projects (A max of 2No.Projects) (attach evidence) <ul style="list-style-type: none"> ○ Project of similar nature, complexity and magnitude ----- 2 ○ Project of similar nature but of lower value than the one in consideration ----- 1 ○ No ongoing project of similar nature - -----0 		4	
vi	Schedules of contractors equipment and transport (attach proof or evidence of ownership) <ul style="list-style-type: none"> ○ Means of transport (Vehicle) ----- 4 ○ No means of transport ----- 0 		4	8
	For each specific equipment required in the installation of the work being tendered for. (Maximum No. of equipment to be considered – 2No.) --2		4	
vii	Contracts performance with clients <ul style="list-style-type: none"> ● Contracts on schedule/New contracts..... 15 ● Contracts behind schedule without redress from project manager..... 5 ● Contract with default notices without redress from project manager..... 3 ● Terminated contracts in the last five years..... 0 			15
viii	Financial report		10	
	Audited financial report (last three (3) years)			

	<ul style="list-style-type: none"> ○ Annual turnover greater or equal to 5 times the cost of the project ----- 10 ○ Annual turnover greater or equal to 3 times the cost of the project----- 6 ○ Annual turnover greater or equal to the cost of the project -----4 ○ Turnover below the cost of the project ----- 2 		
ix	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) <ul style="list-style-type: none"> ○ Has financial resources equal or above the cost of the project-----10 ○ Has financial resources below the cost of the project -----5 ○ Has not indicated sources of financial resources ---0 		10
x	Name, Address and Telephone of Banks (Contractor to provide) <ul style="list-style-type: none"> ○ Provided ----- 5 ○ Not provided ----- 0 		5
xi	Litigation History <ul style="list-style-type: none"> ○ Filled -----3 ○ Not filled -----0 		3
xii	Sanctity of the tender document <ul style="list-style-type: none"> ○ Having the document intact (not tampered with in any way) -----5 ○ Having mutilated or modified the tender document-----0 		5
	TOTAL		100

Only those bidders who score 70 points and above shall be considered for further evaluation

STAGE 2 - TECHNICAL EVALUATION

A) COMPLIANCE WITH TECHNICAL SPECIFICATIONS **(For equipment)**

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

Where the Equipment proposed by the tenderer differs with the models specified in the tender document, it is mandatory that the brochures/catalogues of the same be submitted with the tender document highlighting the catalogues Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- a) Standards of manufacture
- b) Performance ratings/characteristics
- c) Material of manufacture
- d) Electrical power ratings and
- e) Any other necessary requirements (Specify)

Following the above analyses, where the proposed equipment are found not to satisfy the specifications, the tender will be deemed Non – Responsive and will not be evaluated further.

B) DETAILED TECHNICAL EXAMINATION

(For Builders work only tenders' rates shall apply)

In this section, the information provided in Schedule of Unit Rates and Technical Schedule will be analyzed and points awarded as shown below.

	PARAMETER	MAXIMUM POINTS
(i)	Tender rates-----	30
(ii)	Technical Schedule - -----	<u>40</u>
	TOTAL	<u>70</u>

The detailed scoring plan shall be as shown in table 2 below:

TABLE 2

Item	Description	Score	Max. score
i	Tender rates (The average of tender sums of the bidders less PCs Sums and contingency shall be worked out. The deviation of bidders tender Sum from the average shall then be worked out as a percentage of the average and score allocated as follow:-)		30
	o Deviation of between 0% to 5% -----	30	
	o Deviation of between 5% to 10% -----	25	

	<ul style="list-style-type: none"> ○ Deviation of between 10% to 15% -----20 ○ Deviation of between 15% to 20% -----15 ○ Deviation of between 20% to 25% ----- 10 ○ Deviation of between 25% to 30% ----- 5 ○ Deviation of above 30% ----- 2 		
ii	<p>Technical schedule</p> <ul style="list-style-type: none"> ○ Relevant Manufacturer Brochures for items in the technical schedule with equipments to be supplied highlighted and meets specification (Where alternative are to supplied----- 40 or ○ Completely filled Technical Schedule indicating Brand, Model/ Country of origin as per specification in the tender----- 40 ○ Relevant Manufacturer Brochures for items in the technical schedule with equipments to be supplied not highlighted but within range of those specified and meets specifications ----- 30 or ○ Completely filled Technical Schedule indicating items as specified in the tender but with about 75% of technical data left out -----30 ○ Relevant Manufacturer Brochures for less than 50% of items in the technical schedule with equipments to be supplied highlighted and meets specifications----- 20 or ○ About 50% of Technical Schedule filled indicating Brand, Model/Country of origin for the items considered as specified in the tender -----20 <p>No technical data provided, either in form of brochures or filling of Technical Schedule. ----- 0</p>		40
	TOTAL		70

For a bidder to be deemed technically responsive they must score 40 points and above based on the above scoring plan. For bidders in building and civil works they will be deemed technically responsive if they score 15 points out of 30 points. Any tenderer whose tender figure is deemed to be unreasonably too high or unreasonably too low shall not be included during the tabulation of the averages of the tender sum.

STAGE 3 - FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

1. PRELIMINARY EXAMINATIONS

The preliminary examination in the Financial Evaluation shall be in accordance with Instruction to Tenderers.

The parameter to be considered under this section includes the following:

- a) Arithmetic errors

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

- b) Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per **the Instructions to Tenderers**.

Non compliance with the above shall lead to **automatic disqualification from further evaluation**.

Discount if any shall be treated as an error in pursuant to the Instructions to Tenderers

2. TENDER SUM COMPARISONS

The evaluation team shall compare the prices offered by the tenderers and the financial scores (Fs) will be determined using the formulae bellow. The financial score will be allocated a maximum of 30%.

$$Fs = 30 \times Fm/F$$

Where Fs is the financial score, Fm is the lowest priced responsive financial bid and F is the price of the bid under consideration

CONCLUSION

COMBINATION OF TECHNICAL AND FINANCIAL SCORE

The evaluation team shall combine Technical and Financial Score as below:

$$\text{Technical score (Ts) + Financial score (Fs) = 70\% + 30\%}$$

RECOMMENDATION

The combined technical and financial score shall be determined and the employer shall recommend for award of the **Tender** to the firm achieving the highest combined technical and financial scores.

NOTE: The technical score will range between 60 and 70 while that one for the financial will be between 40 and 30 depending on the project, to be decided by the client. But the combined total will remain at 100 points.

QUALIFICATION FORM*

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January [.....].	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January [<i>insert year</i>].	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings [<i>insert amount</i>] equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1 st January <i>[insert year]</i> .	4. Form EXP – 4.1 Experience	
14	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January <i>[insert year]</i> and tender submission deadline i.e. (number) contracts, each of minimum value Kenya shillings..... equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>	Form EXP 4.2(a)	

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

2. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	Start Date..... End Date.....
	Time commitment: for this position:	..... .....
	Expected time schedule for this position:	.....
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	Start Date..... End Date.....
	Time commitment: for this position:	..... .....
	Expected time schedule for this position:	.....
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	Start Date..... End Date.....
	Time commitment: for this position:	..... .....
	Expected time schedule for this position:	.....
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	Start Date..... End Date.....
	Time commitment: for this position:	..... .....
	Expected time schedule for this position:	.....
5.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	Start Date..... End Date.....
	Time commitment: for this position:	..... .....
	Expected time schedule for this position:	.....

4. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [# 1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience

Declaration

I, the undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) result in my disqualification from participating in the Tender;
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

51 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law<ol style="list-style-type: none">1. Establishing that the Tenderer is not under the supervision of the Procuring Entity2. Included are the organizational chart and a list of Board of Directors

52 FORM ELI -1.2

Tenderer's JV Information Form (to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5. 2. Included are the organizational chart and a list of Board of Directors.

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<input type="checkbox"/> Contract(s) withdrawn since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

5.4 FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

5.4.1. Financial Data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

5.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

5.6 FORM FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

5.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				



5.9 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

² If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

- 2. Activity No. Two
- 3.

OTHER FORMS

6. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender**

Name and Identification:.....[insert identification] **Alternative**

No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

Date of this Tendersubmission: [insert date (as day, month and year) of Tender submission] **Request**

for Tender No.: [insert identification] **Name and description of Tender** [Insert as per ITT] **Alternative No.:**

[insert identification No if this is a Tender for an alternative]

To: [insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum³ of Kenya Shillings [[Amount in figures] _____ Kenya Shillings [amount in words] _____]

The above amount includes foreign currency⁴ amount (s) of [state figure or a percentage and currency] [figures] _____ [words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) **No reservations:** We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3

³This sum should be carried forward from the Summary of the Bills of Quantities.

⁴ The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

and 4;

- iii) **Tender - Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) **Conformity:** We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) **Option 1,** in case of one lot: Total priceis: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or

Option2, in case of multiple lots:

- (a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - (b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) **Discounts:** The discounts offered and the methodology for their application are:
 - viii) The discounts offered are: *[Specify in detail each discount offered.]*
 - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
 - x) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xi) **Performance Security:**If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
 - xii) **One Tender Per Tender:**We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
 - xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
 - xiv) **State-owned enterprise or institution:***[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT3.8]*;
 - xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin any conflict to interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declarationo f the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1 - Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Datesigned _____ dayof _____.

Notes

- * In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.*
- **Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

(a) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) Sole Proprietor, provide the following details.

Name in full _____ Age _____
Nationality _____ Country of Origin _____
Citizenship _____

(c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

- I) Private or public Company _____
- ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

i. Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name

Title or Designation

(Signature)

(Date)

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring Entity] for:
_____ [Name and number of tender] in
response to the request for tenders made by: _____ [Name of Tenderer] do hereby
make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____
Title _____
Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

(c) **SELF-DECLARATION FORMS**

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Direct or of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P.O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.**..... for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*name of the procuring entity*).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*)
..... declare that I have read and fully understood the contents of the
Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in
Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement
and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

(d) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including is representation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusivepractice” is an arrangement between two or more parties designed to achieve an improper purpose,including to influence improperly the actions of another party; “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly,any party or the property of the party to influence improperly the actions of a party;
 - iv) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's in eligibility to be awarded a contract shall includee, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, suc has evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copyor electronic format) deemed relevant for theinvestigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER - SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of tendering process]*

To: *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity/title (director or partner or sole proprietor, etc.)

Name:..... Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of, *[Insert date of signing]* Seal or stamp

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Procuring Entity]</i>

PARTII - WORKSREQUIREMENTS

SECTION V - BILLS OF QUANTITIES

(a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with the metric standard units of measurement.
2. The Site is situated **In Bungoma County.**
3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and direction regarding the use of any materials found on the Site.
4. The drawings used in the preparation of these Bills of Quantities can be inspected at the offices of the Procuring Entity or Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.
5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.
6. The Contractor shall carry out the various sections of the Works in such an order as the Architect may direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub-Contractor involve.
8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. No claim for extension of time due to the normal inclement weather for this area shall be entertained.
9. The Contractor shall, upon receiving instruction to proceed with the Works, draw up a Programme and Progress Chart setting out the order in which the Works are to be carried out, with the appropriated dates thereof. This Chart shall be agreed with the Architect and no deviation from the orders set out in it will be permitted without the written consent of the Engineer. The Contractor will be responsible for arranging the above programme with all his sub-Contractors and Specialties. The Contractor shall allow in his rates for carrying out this exercise, and for updating it as required.
10. The Contractor shall submit to the Architect on the first day of each week or such longer period as the Architect from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progress on all important items of each section or portion of the Works.
11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approved by the Engineer. The Photographs shall provide a record of the Site and adjacent areas prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the Architect shall direct. All prints shall be full plate size, unmounted, and marked on the reverse side with the date of exposure, identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negatives and four prints from each negative shall be delivered to the Architect within two weeks of exposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.
13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.
14. The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.
15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.
16. The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.
17. All water shall be fresh, clean and pure, free from earthy, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub-contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary, and clear away at completion.
18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub-Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.
19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. (Including works of sub-contractors). Such Agent or Representative shall receive on behalf of the Contractor directions and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.
20. The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard-rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.
21. The areas available to the Contractor for work yards, offices and other facilities shall be directed by the Architect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractor shall source them at own cost.
22. The Contractor shall give the Architect reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.
23. The Contractor must take steps necessary to safeguard and shall be held fully responsible for any damage caused to existing and adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused thereon, and he shall indemnify the Procuring Entity against any loss or claim that may arise.

24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.
25. The Contractor's attention is drawn to the standards levy order which was amended on 15th October 1998. Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderers shall allow for this in the build-up of his rates.
26. The Contractor shall provide temporary sheds, offices, mess rooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting, furniture, equipment and attendance.
27. Contractor shall provide/build labor camps at a rate to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.
28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.
29. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.
30. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or addition to such regulations.
31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured hereinafter and the Contractor must allow in his rates for this.
32. The Contractor shall take all necessary precautions such as temporary fencing, hoarding, fans, planked footways, guard-rails, gantries, screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.
33. Cover up and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion of the Contract.
34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement, all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection therewith.
35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.
36. The Contractor shall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedure for submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer. The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.
37. The Contractor's attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payments section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable to all inter-impayments exceeding Kshs. for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting therefrom in the build-up of rates.

38. Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.
39. The National Construction Authority is a state corporation established under the national construction authority Act No. 14 of 2011. The broad Mandate of the Authority is to oversee the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.
40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed elsewhere.
41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of Contract.
42. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of Contract.

ITEM	DESCRIPTION	KSHS
-	<p><u>GENERAL PRELIMINARIES</u></p> <p>A. PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>B. ABBREVIATIONS</p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p><i>C.M.</i> Shall mean cubic metre</p> <p><i>S.M.</i> Shall mean square metre</p> <p><i>L.M.</i> Shall mean linear metre</p> <p><i>MM</i> Shall mean Millimetre</p> <p><i>Kg.</i> Shall mean Kilogramme</p> <p><i>No.</i> Shall mean Number</p> <p><i>Prs.</i> Shall mean Pairs</p> <p><i>B.S.</i> Shall mean the British Standard Specification Published by the</p> <p><i>Ditto</i> Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p><i>m.s.</i> Shall mean measured separately.</p> <p><i>a.b.d</i> Shall mean as before described.</p>	
	<i>Carried to collection</i>	
ITEM	DESCRIPTION	KSHS
A.	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT	

Attendance ; Clause B20(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-

Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.

B Fix Only:-

"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.

C EMPLOYER

The "Employer" is

The term "Employer" and "Government" wherever used in the contract document shall be synonymous

D ENGINEER

The term "ENGINEER." wherever used in these Bills of Quantities shall be deemed to imply the ' Architect', 'Quantity Surveyor' registered under Cap 525 or an engineer registered under Cap 530 as defined in the Conditions of Contract.

E ARCHITECT

The term "Architect" shall be deemed to mean "ENGINEER.." as defined above whose address unless otherwise notified is County Works Office, Department of Public Works, P.O. Box 763, BUNGOMA.

F QUANTITY SURVEYOR

The term "Quantity Surveyor" shall be deemed to mean "ENGINEER." as defined above whose address unless otherwise notified is County Works Office, Department of Public Works, P.O. Box 763, BUNGOMA.

G ELECTRICAL ENGINEER

The term "Electrical Engineer" shall be deemed to mean "ENGINEER." as defined above whose address unless otherwise notified is County Works Office, Department of Public Works, P.O. Box 763, BUNGOMA.

Carried to collection

ITEM	DESCRIPTION	KSHS
A	MECHANICAL ENGINEER	

	<p>The term "Mechanical Engineer" shall be deemed to mean "ENGINEER." as defined above whose address unless otherwise notified is County Works Office, Department of Public Works, P.O. Box 763, BUNGOMA.</p> <p>-</p> <p>B STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "ENGINEER." as defined above whose address unless otherwise notified is County Works Office, Department of Public Works, P.O. Box 763, BUNGOMA.</p> <p>-</p> <p>C FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's DOC 1 Standard Tender Document For Procurement of Works(Building and associated Civil Engineering Works, 2021 Edition) a copy of which can be obtained from the ENGINEER's office.</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from 61 to 81 as set out in these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p> <p>D BOND.</p> <p>The Contractor shall find and submit on the Form of Tender and approved bank or Insurance Company and who will be willing to be bound the Government in and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the ENGINEER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p> <p>E PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
	<i>Carried to collection</i>	
ITEM	DESCRIPTION	KSHS
A	TRANSPORT.	

	<p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p>B MATERIALS AND WORKMANSHIP.</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p> <p>C SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the ENGINEER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the ENGINEER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the ENGINEER</p> <p>D STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the ENGINEER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p> <p>E SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the ENGINEER for his approval until such samples are approved by the ENGINEER and the ENGINEER, may reject any materials or workmanship not in his opinion to be up to approved samples. The ENGINEER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the ENGINEER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.</p>	
		<i>Carried to collection</i>
	<p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the ENGINEER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p>	
ITEM	DESCRIPTION	KSHS
A	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	

Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the work people.

The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labourcamps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.

B SECURITY OF WORKS ETC.

The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.

The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the ENGINEER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.

B PUBLIC AND PRIVATE ROADS.

Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the ENGINEER

Carried to collection

ITEM	DESCRIPTION	KSHS
A	EXISTING PROPERTY.	

The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the ENGINEER

B VISIT SITE AND EXAMINE DRAWINGS.

The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.

C ACCESS TO SITE AND TEMPORARY ROADS.

Means of access to the Site shall be agreed with the ENGINEER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the ENGINEER. The Contractor should also allow for relocating existing fence (approx. 30 metres long).

D AREA TO BE OCCUPIED BY THE CONTRACTOR

The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the ENGINEER

Carried to collection

ITEM	DESCRIPTION	KSHS
A	OFFICE ETC. FOR THE ENGINEER	

The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the ENGINEER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "ENGINEER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.

B WATER AND ELECTRICITY SUPPLY FOR THE WORKS

The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the ENGINEER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.

C SANITATION OF THE WORKS

The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the ENGINEER

Carried to collection

ITEM	DESCRIPTION	KSHS
A	SUPERVISION AND WORKING HOURS	

	<p>The works shall be executed under the direction and to the entire satisfaction in all respects of the ENGINEER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
B	<p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A6(i) of the Standard Method of Measurement mentioned in Condition No. 13.6 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>	
C	<p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A6 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the ENGINEER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.</p> <p>Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
D	<p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the ENGINEER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the ENGINEER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
E	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the ENGINEER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the ENGINEER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p>	
	<i>Carried to collection</i>	
	<p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
ITEM	DESCRIPTION	KSHS
A	ADJUSTMENT OF PROVISIONAL SUMS.	

In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the ENGINEER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.

B NOMINATED SUB-CONTRACTORS

When any work is ordered by the ENGINEER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 5 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".

C DIRECT CONTRACTS

Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.

D ATTENDANCE UPON OTHER TRADESMEN, ETC.

The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the ENGINEER and the work will be measured and paid for to the extent executed at rates provided in these Bills.

Carried to collection

ITEM	DESCRIPTION	KSHS
A	INSURANCE	

The Contractor shall insure as required in Conditions Nos. 18 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the ENGINEER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the ENGINEER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the ENGINEER's inspection.

B PROVISIONAL WORK

All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the ENGINEER

Immediately the work is ready for measuring, the Contractor shall give notice to the ENGINEER. If the Contractor makes default in these respects he shall if the ENGINEER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.

C ALTERATIONS TO BILLS, PRICING, ETC.

Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.

D BLASTING OPERATIONS

Blasting will only be allowed with the express permission of the ENGINEER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the ENGINEER governing the use and storage of explosives.

Carried to collection

ITEM	DESCRIPTION	KSHS
A.	MATERIALS ARISING FROM EXCAVATIONS	

Materials of any kind obtained from the excavations shall be the property of the Government. Unless the ENGINEER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the ENGINEER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.

B. PROTECTION OF THE WORKS.

Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the ENGINEER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.

C. REMOVAL OF RUBBISH ETC.

Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.

D. WORKS TO BE DELIVERED UP CLEAN

Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the ENGINEER

E. GENERAL SPECIFICATION.

For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.

Carried to collection

ITEM	DESCRIPTION	KSHS
A	TRAINING LEVY	

	<p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p> <p>B MATERIALS ON SITE</p> <p>This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p> <p>C HOARDING</p> <p>The Contractor shall enclose the site (approx.250M long) of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p> <p>D CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the ENGINEER and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
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Carried to collection

ITEM	DESCRIPTION	KSHS
	<u>COLLECTION</u>	
A	Brought Forward From Page GP/1	
B	Brought Forward From Page GP/2	
C	Brought Forward From Page GP/3	
D	Brought Forward From Page GP/4	
E	Brought Forward From Page GP/5	
F	Brought Forward From Page GP/6	
G	Brought Forward From Page GP/7	
H	Brought Forward From Page GP/8	
I	Brought Forward From Page GP/9	
J	Brought Forward From Page GP/10	
K	Brought Forward From Page GP/11	
L	Brought Forward From Page GP/12	
	TOTAL FOR GENERAL PRELIMINARIES	

PARTICULAR PRELIMINARIES

Item	DESCRIPTION	Kshs.	Cts
A	<p>PRICING ITEMS OF PRELIMINARIES Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p>		
B	<p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract basically involve Substructures, Reinforced Concrete Frame, Roofing, opening, Finishes’</p>		
C	<p>FLOOR AREAS</p> <p>The total gross floor areas are approximated as follows: - square Metres</p> <p>The overall floor area is given <i>without warranty</i> but for guidance only.</p>		
D	<p>MEASUREMENT</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the ENGINEER in accordance with Clause 13 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 13 of the said Conditions.</p>		
E	<p>LOCATION OF SITE</p> <p>The site of the proposed works is within Bungoma County. The Contractor is advised to visit the site to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p>		
	Carried to Collection		
Item	DESCRIPTION	Kshs.	Cts

<p>A</p> <p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused works and stains and leave in a clean and tidy state to the reasonable satisfaction of the ENGINEER.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p> <p>B</p> <p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the ENGINEER within the contract period. No claims shall be entertained Upon the expiry of the said contract period.</p> <p>C</p> <p>PAYMENTS</p> <p>The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to site: all in accordance with Clause 14 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.</p> <p>D</p> <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>			
	Carried to Collection		
Item	DESCRIPTION	Kshs.	Cts

<p>A</p>	<p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the College will be operating as usual during the course of the contract.</p>		
<p>B</p>	<p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the ENGINEER.</p>		
<p>C</p>	<p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>		
<p>D</p>	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the Property of the government. The Contractor shall allow in his rates the cost of transporting the demolished materials to the County Works Office,BUNGOMA</p>		
<p>E</p>	<p>PRICING RATES</p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the Said Conditions of Contract.</p>		
<p>F</p>	<p>TENDER VALIDITY</p> <p>Tenders shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening, and not Ninety (90) days. All Tenderer are advised to note this amendment when filling the Form of Tender.</p>		
	<p>Carried to Collection</p>		
<p>Item</p>	<p>DESCRIPTION</p>	<p>Kshs.</p>	<p>Cts</p>

<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p>	<p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p> <p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract Period.</p> <p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the ENGINEER. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p>TENDER SECURITY</p> <p>Bid Bond/Tender Security, which must be from an established Bank or Insurance company, shall remain valid for a period of One Hundred and Fifty (154) days from the date of Tender Opening</p>		
	<p>Carried to Collection</p>		

Item	DESCRIPTION	Kshs.	Cts
A	<p>PERFORMANCE BOND</p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the ENGINEER duly signed, sealed and stamped from an approved Bank.</p>		
B	<p>TENDER DOCUMENTS</p> <p>Tender documents/Priority of Documents are as listed in Clause 1.5 of the conditions of contract</p>		
C	<p>DELIVERY OF TENDER</p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders .Delivered/received later than the above time will not be opened.</p>		
D	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance for VAT as indicated in the Main Summary. Any other Government taxes currently in force should be included in the tenderer's rates.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>NB: This item SHALL be priced at the Bill Summary page.</p>		
	Carried to Collection		

Item	DESCRIPTION	Kshs.	Cts
<p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p>			
<p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p>			
A	Period of Final Measurement 3 Months From Practical completion		
B	Defects Liability Period 6 Months from practical completion		
C	Date for Possession To be agreed with the Engineer		
D	Date for Completion 40 Weeks from date of Possession		
E	Liquidated and Ascertained At the rate of Kshs 5,000.00 per week or part thereof		
F	Prime cost sums for which the Contractor desires to tender		
G	Period of Interim Certificates Monthly		
H	Period of Honouring Certificates 30 days		
I	Percentage of Certified Value Retained 10%		
J	Limit of Retention Fund 10%		
K	Allow a provisional sum of Kshs Seven Hundred Thousand (Kshs 700,000.00) only, to be used for project management.		
Carried to Collection			

Item	DESCRIPTION	Kshs.	Cts
	<p><u>COLLECTION</u></p> <p>Brought forward from page PP/1</p> <p>Brought forward from page PP/2</p> <p>Brought forward from page PP/3</p> <p>Brought forward from page PP/4</p> <p>Brought forward from page PP/5</p> <p>Brought forward from page PP/6</p>		
	<p>PARTICULAR PRELIMINARIES CARRIED TO BILL NO. 1 SUMMARY</p>		

Item	DESCRIPTION	Kshs.	Cts
	<p><u>BILL NO 1 SUMMARY</u></p> <p>General Preliminaries From Page GP/12</p> <p>Particular Preliminaries from Page PP/7</p>		
	<p>TOTAL BILL NO. 1 SUMMARY CARRIED TO GRAND SUMMARY</p>		

**BILLS OF QUANTITIES FOR THE PROPOSED SEWERLINE FOR WEBUYE
COUNTY HOSPITAL IN BUNGOMA COUNTY.**

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
	<u>SITE CLEARANCE</u>				
A	Clear site 1.5M on either sides of sewerline centerline of all bushes, small trees, grass and the like and dispose as directed by the DR	SM	8,430		
	<u>EXCAVATIONS</u>				
B	Excavate trench for dia 160mm sewer pipe starting from ground level not exceeding 1.5m deep and 300mm wide, backfill after laying pipes and dispose excess materials as directed by the DR	LM	2,810		
C	Extra over excavation for excavation in rock class 1	CM	321		
	<u>PIPE CONSTRUCTION</u>				
D	Provide, lay and joint in trench dia 160mm golden brown class 41 sewer pipe in flexible joints (rubber ring or lip seal joint) including 100mm approved murrum bed and haunch.	LM	2,810		
E	Ditto but in concrete class Q bed and haunch	LM	1465		
	<u>MANHOLE</u>				
F	Provide materials and erect drop manhole size 1000 x 1000mm including all necessary excavations, backfilling and disposal of surplus material and formwork and medium duty manhole cover and frame average depth 3.0 m	NO	87		
G	Allow for testing of the entire sewerline.	SUM	1		
TOTAL CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p style="text-align: center;"><u>P.C AND PROVISIONAL SUMS</u></p> <p>Allow a provisional sum of Kshs. 2,000,0000 (Two Million) only for Contingencies</p>				
	Total PC and Provisional Sums				

GRAND SUMMARY

ITEM	DESCRIPTION	Page No.		For Tenderer's
	GRAND SUMMARY			
A	Bill No. 1 Preliminaries	PP8		
B	Bill No. 2 Sewer Line			
C	Bill No. 3 Provisional Sums			
	TOTAL			
E	ADD 16% VAT			
	TOTAL CARRIED TO FORM OF TENDER : KSHS			

Amount in words: Kenya Shillings

Tenderer's Signature

Address

Date

Witness Signature

Address

Date

SECTION VI - SPECIFICATIONS

SECTION VII - DRAWINGS

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

Name of Procuring Entity ;**CHIEF OFFICER, HEALTH AND SANITATION. P.O BOX 437-50200**

BUNGOMA

Name of Contract ;**THE PROPOSED SEWERLINE FOR WEBUYE COUNTY HOSPITAL IN
BUNGOMA COUNTY..**

The Engineer is,

Chief Officer,

Ministry of Roads, Infrastructure and Public Works,

P.O Box 437 -50200,

Bungoma.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	CHIEF OFFICER, HEALTH AND SANITATION. P.O BOX 437-50200 BUNGOMA.
Name and Reference No. of the Contract	Heading and 1.1	THE PROPOSED SEWERLINE FOR WEBUYE COUNTY HOSPITAL IN BUNGOMA COUNTY..
Engineers Name and address	Heading and 3.1.1	Chief Officer Ministry of Roads, Infrastructure and Public Works P.O Box 763-50200 Bungoma
Contractor's Representative's name	4.3.1	...............
Key Personnel names	16.9.1	...............
Time for Completion	1.1.	40 Weeks
Defects Notification Period	1.1	<i>14 Days.</i>
Sections	1.1	_____ days
Electronic transmission systems	1.3	_____ days
Time for the Parties entering into a Contract Agreement	1.6	Within 30days
Commencement Date	8.1.1	
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than _____ days after Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of ____% shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a _____ in the amount(s) of _____ percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	Specify
Delay damages for the Works	8.7 & 14.15(b)	<u>1</u> % of the Contract Price per day.
Maximum amount of delay damages	8.7.1	10% of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	100%
Adjustments for Changes in Cost	13.9	Shall Not Apply
Total advance payment	14.2.1	N/A
Repayment amortization rate of advance payment	14.2.5 (b)	N/A
Percentage of Retention	14.3.2 (c)	10%

Conditions	Sub- Clause	Data
Limit of Retention Money	14.3.2 (c)	10% of the Accepted Contract Amount
Plant and Materials		N/A
	14.5.3(b)(i)	
	14.5.3(c)(i)	N/A
Minimum Amount of Interim Payment Certificates	14.6.2	N/A
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	N/A
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	N/A
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	30 days
		30 days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	N/A
Minimum amount of third-party insurance	18.3.2	N/A
The place of arbitration	20.7.2	<i>TO Be Agreed Upon.</i>

SECTION X - CONTRACT FORMS

FORM No. 1 - CONTRACT AGREEMENT

FORM No. 2 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 3- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 4 - ADVANCE PAYMENT SECURITY

FORM No. 5 - RETENTION MONEY SECURITY

FORM NO 1: CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Procuring Entity”) Of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Notification of Award
 - b) The Form of Tender
 - c) The addenda Nos _____ (if any)
 - d) The Special Conditions of Contract
 - e) The General Conditions of Contract;
 - f) The Specifications
 - g) The Drawings; and
 - h) The completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 2 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ **Date:** _____

Guarantor: _____

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sums specified therein.
4. This guarantee shall expire, no later than the ... Day of, 20.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Name of Authorized Official _____

Signature _____

Stamps _____

FORM No. 3– PERFORMANCE SECURITY

[Option 2– Performance Bond]

Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ Date: _____

PERFORMANCE BOND No.: _____

Guarantor:

Name _____

Address _____

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20----, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day __ of _____ 20_____.

SIGNED ON _____ on

behalf of By

_____ in the capacity of In the presence of

SIGNED ON _____ on behalf of By

_____ in the capacity of In the presence of

FORM NO. 4 -ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____ **Guarantor:**

Name _____

Address _____

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of _____, 2nd, 2nd whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Name of Authorized Official _____

Signature _____

Stamps _____

FORM NO. 5 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____

Date: _____

Advance payment guarantee no. _____

Guarantor:

Name _____

Address _____

1. We _____ have _____ been informed that hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains money up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] _____ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sums specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____.
5. This guarantee shall expire no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Name of Authorized Official _____

Signature _____

Stamps _____ P.O Nairobi Kenya Teleph